

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR  
ADDENDUMS PRIOR TO SUBMITTING PROPOSAL**

**REQUEST FOR PROPOSAL  
SPECIFICATION NO. 06-065**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

**ENVIRONMENTAL ASSESSMENT  
PHASE 1 AND PHASE 2  
IN THE VICINITY OF  
48<sup>TH</sup> & "O" STREET**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, February 22, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Proposals may be downloaded from the City's website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword: Bid. Prospective submitters must monitor the bid/proposal listing for any addendums. Late proposals will not be considered. Fax or e-mail proposals are not acceptable. Proposal response must be in a sealed envelope.

## **1. INTENT**

- 1.1 In April, 2005, the City of Lincoln was awarded a Brownfield Assessment Grant from the U.S.
  - 1.1.1 Environmental Protection Agency (EPA) to conduct assessment activities in accordance with the Work Plan (Attachment 1) as approved by the Kansas City office of EPA , and as agreed to in the City's grant agreement with EPA.
- 1.2 The purpose of this Request for Proposals (RFP) is to solicit an environmental consultant to perform assessment activities as described below.
  - 1.2.1 These funds are restricted to assessment-only activities.
  - 1.2.2 The City may ask the selected consultant to assess additional properties and/or seek the consultant's technical assistance in preparation of an amendment to the grant to provide additional environmental services.
- 1.3 The City is seeking a qualified Environmental Professional to perform all work associated with environmental assessment activities at the 48<sup>th</sup> & O Streets redevelopment site (Attachment 2).
  - 1.3.1 The City is seeking the consultant who can achieve all objectives cost effectively, in the detail required by the City and within the timeline prescribed in the workplan.
  - 1.3.2 Many of the subject properties are privately owned and the consultant will be operating there on the owner's permission.
  - 1.3.3 The City will serve as the contracting agency.

## **2. SITE**

- 2.1 The site is primarily zoned commercial; however, the area is flanked by residential areas to the north and south.
  - 2.1.1 The area had been a vibrant business area for the last 53 years, but began experiencing a decline five years ago as businesses relocated or closed and left behind dilapidated and vacant buildings.
  - 2.1.2 The total area is 41.7 acres and approximately 45% is vacant (Attachment 3).
  - 2.1.3 The area was determined blighted in May, 2004, by the Lincoln City Council.
  - 2.1.4 In January, 2005, the Lincoln City Council approved the 48<sup>th</sup> & O *Street Redevelopment Plan*.
  - 2.1.5 Attachment 4 distinguishes between City and private ownership within the redevelopment area.

## **3. SCOPE OF WORK**

- 3.1 Conduct up to eight Phase I assessments following current ASTM standards for Phase I Environmental Assessments in narrative format describing the operational history of the properties identified above and any properties to be added by addendum throughout the contract period will be prepared.

- 3.1.1 These should describe all historical and current site activities indicating the potential presence of hazardous substances, pollutants or contaminants including those co-mingled with petroleum based products that may be present at the properties.
  - 3.1.2 The Phase I reports should identify the need for further investigation if necessary.
- 3.2 If necessary, a Phase II site assessment work plan for up to six properties and any properties to be added by addendum through the contract period will be prepared and submitted for review and approval by EPA and the Nebraska Department of Environmental Quality (NDEQ).
  - 3.2.1 The work plan will outline all activities deemed necessary to fulfill current ASTM requirements for Phase II environmental assessments.
  - 3.2.2 Descriptions of sampling techniques, data collection procedures, analytical methods and evaluation associated with "chain of custody" issues to insure the integrity of the consultant's investigative process will be included in the work plan.
  - 3.2.3 These qualifications should also be incorporated in the QAPP.
- 3.3 A Quality Assurance Plan (QAPP) will be prepared.
  - 3.3.1 This task may involve modification of Region 7 EPA's generic QAPP, writing a project specific QAPP, or preparing a local amendment to NDEQ's Quality Assurance Plan.
  - 3.3.2 The QAPP must be approved by NDEQ before any environmental data collection activities take place
  - 3.3.3 A health and safety plan shall be prepared for the assessment area as well as any properties to be added by addendum through the contract period.
  - 3.3.4 All necessary action to protect workers and others from exposure to any contaminants that may be uncovered during the course of the investigations shall be described in detail.
  - 3.3.5 Develop and maintain a Brownfield inventory database, which includes site and property data information.
- 3.4 A statement addressing the **All Appropriate Inquiries** determination, published in the Federal Register on November 1, 2005, will be prepared and filed with the Register of Deeds of Lancaster County, for use by future developers and owners of these properties to assure them that these properties will not be subject to Superfund or any further environmental review.
- 3.5 Assist City staff, if necessary, in preparation of quarterly reports to be submitted to EPA .
  - 3.5.1 The final quarterly report will include the close-out of all grant processes.
  - 3.5.2 The consultant, if necessary, will assist in all report preparations, correspondence between EPA, NDEQ and the City's Urban Development Department and similar activities involving the consultant's expertise.

- 3.6 The consultant will prepare and publish any legally required notices associated with this project.
- 3.7 Produce newsletters, project brochures, public service announcements and other print material as directed by City staff for public outreach purposes.
  - 3.7.1 The consultant will participate in two public meetings.
  - 3.7.2 The first to initiate the project and the second to discuss and disclose findings of site assessment activities, as well as remedial alternatives if applicable.
  - 3.7.3 Coordination with the City is important.
  - 3.7.4 The consultant will prepare summaries for all meetings.

#### **4. TIME TABLE**

- 4.1 This is the approximate period of time to select and execute the contract:

January - March, 2006: Solicit responses, select consultant, open house  
March - April, 2006: Completion of Phase I and Phase II ESAs  
May - June, 2006: Second open house  
September 30, 2007: Close out of assessment grant

#### **5. PROPOSALS**

- 5.1 Consultants shall submit a cover letter identifying the company and the contact person for this project.
  - 5.1.1 Names and resumes of persons who will be responsible for this project and who will be on site during the investigative stages should be identified in the cover letter.
- 5.2 The submittal also should detail the approach to the problem and the project methods to be used to accomplish the requirements of the Brownfield Assessment grant program.
  - 5.2.1 Part of the proposal shall include and explain all EPA or NDEQ contracts, with the date of award, nature of assessment or cleanup and date of completion of contract activities with the name address and phone number of a local contact person for each contract.
- 5.3 The cost of services should be clearly identified in the cover letter with further breakdown and analysis (itemization is highly recommended) in the response materials.

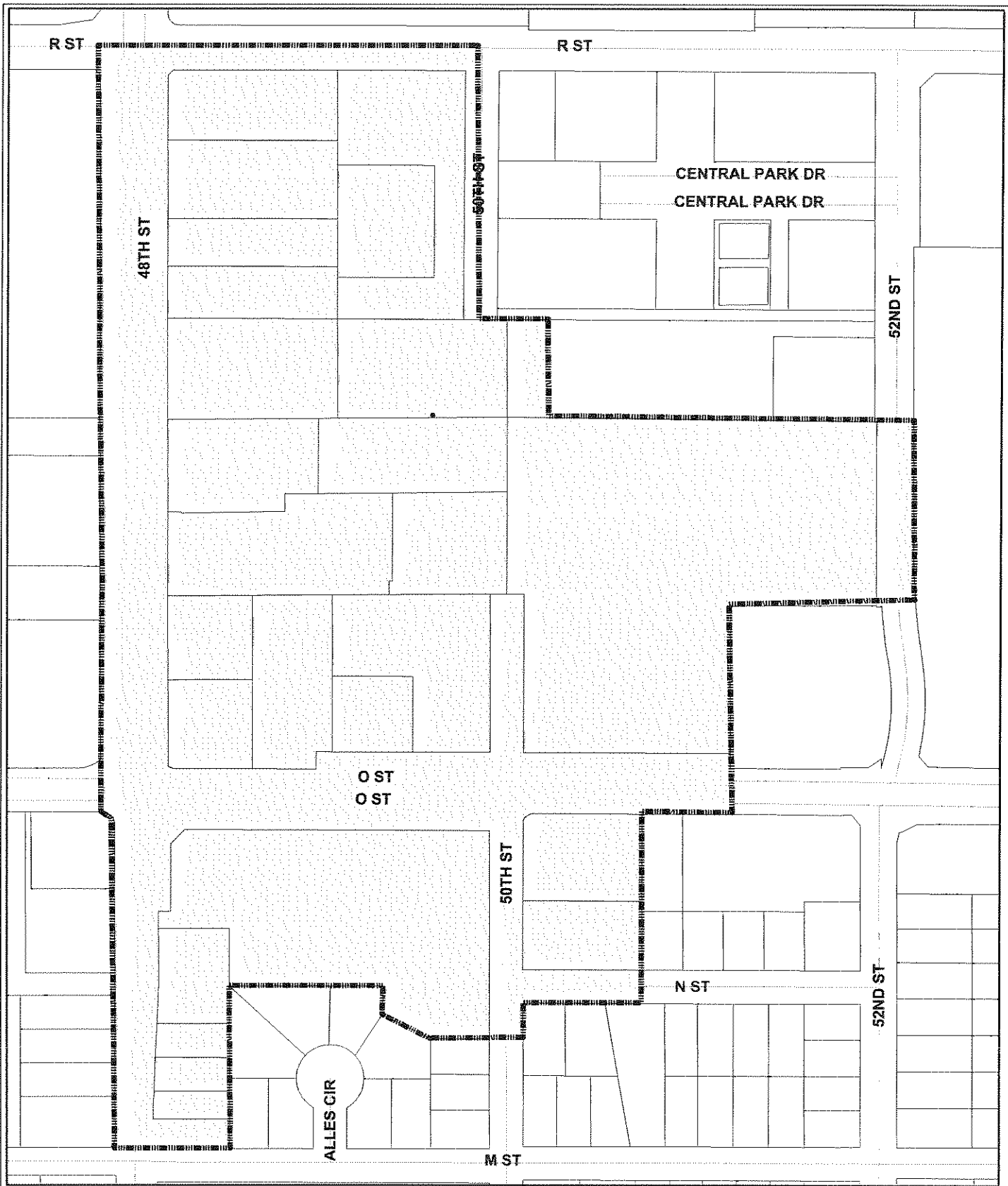
#### **6. CONTRACT REQUIREMENTS**

- 6.1 This disclaimer is provided to alert potential respondents that the following shall be included in the contract:
- 6.2 The City will own all documents, including electronic media presentations that are produced as a result of the contract.
  - 6.2.1 The consultant may freely use any documents or the process used to prepare them in all matters without further permission from the City, provided the City is acknowledged in the materials.

- 6.3 All professional and construction contractors doing business with the City are required to have an Affirmative Action Policy (AA), Program, or Statement.
  - 6.3.1 File your AA program or statement with your sealed proposal.
  - 6.3.2 Any firm failing to provide the AA program or statement will be disqualified from the bid process.
- 6.4 Pursuant to the City's grant agreement with the EPA, the following requirements are noted:
- 6.5 "The prospective participants must certify by submittal of EPA form 5700-49, Certification Regarding Debarment, Suspension and Other Responsibility Matters, that to the best of its knowledge and belief that it and its principals are not presently debarred; suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency."
- 6.6 The contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback Act (40 U.S.C 276a-276a-7 and implementing regulations at 29 CFR part 5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this contract.
- 6.7 All contractors must include in their documents for subcontracts the "Historically Underutilized Business Directory," developed by the Lincoln Business Community and the City of Lincoln, 2005.

## **7. ATTACHMENTS**

- Attachment 1 - City of Lincoln Work Plan (As Approved by EPA)
- Attachment 2 - 48 & O Brownfield Redevelopment Area
- Attachment 3 - Vacant Property and Brownfield Redevelopment Area
- Attachment 4 - Ownership of Brownfield Redevelopment Area



## 48th & "O" Brownfield Redevelopment Area

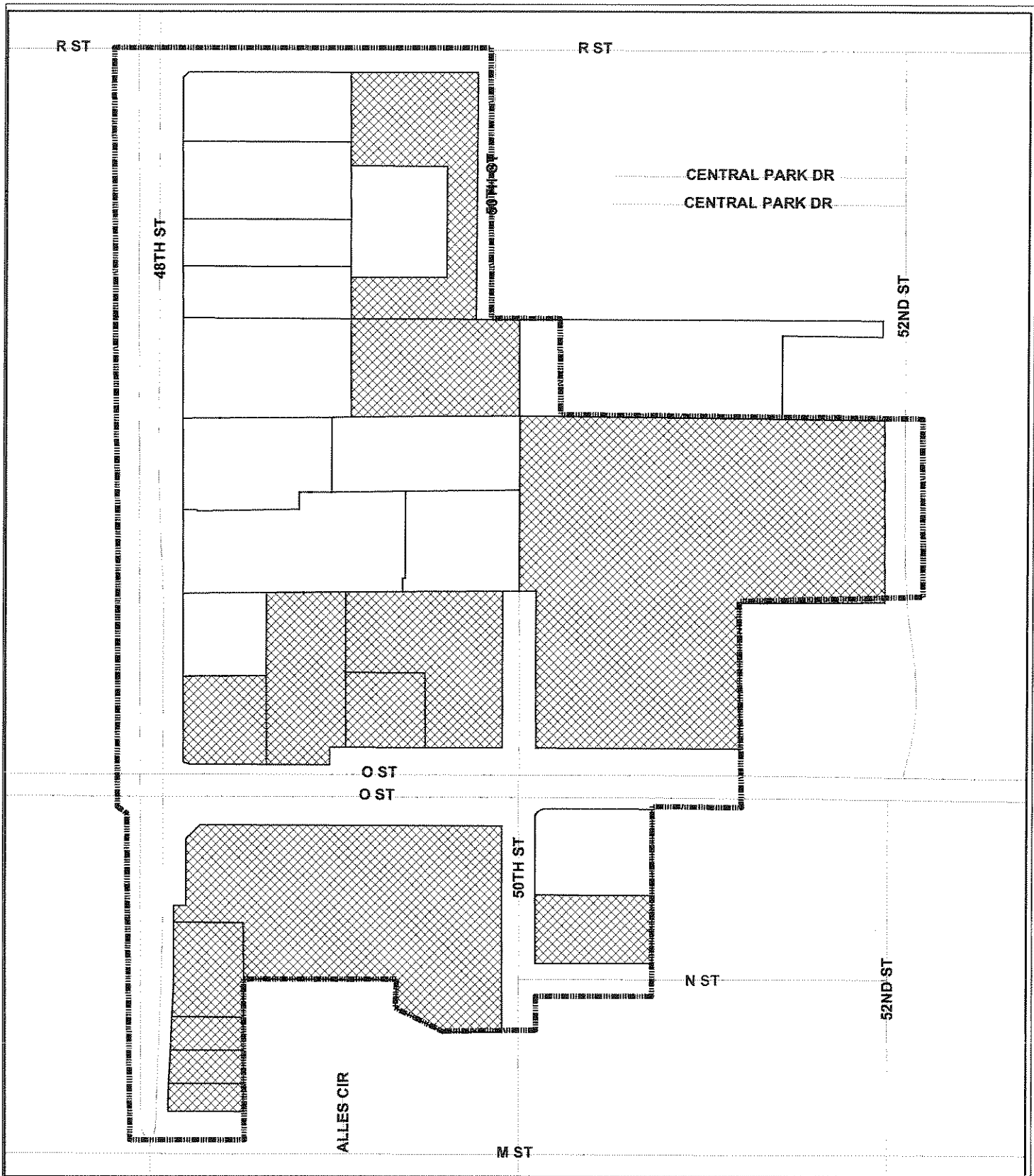


Area of Interest



Parcel Boundary

Map prepared by  
the City of Lincoln,  
Urban Development  
Dept 1/25/06



### Vacant Property in Brownfield Redevelopment Area



Vacant Property

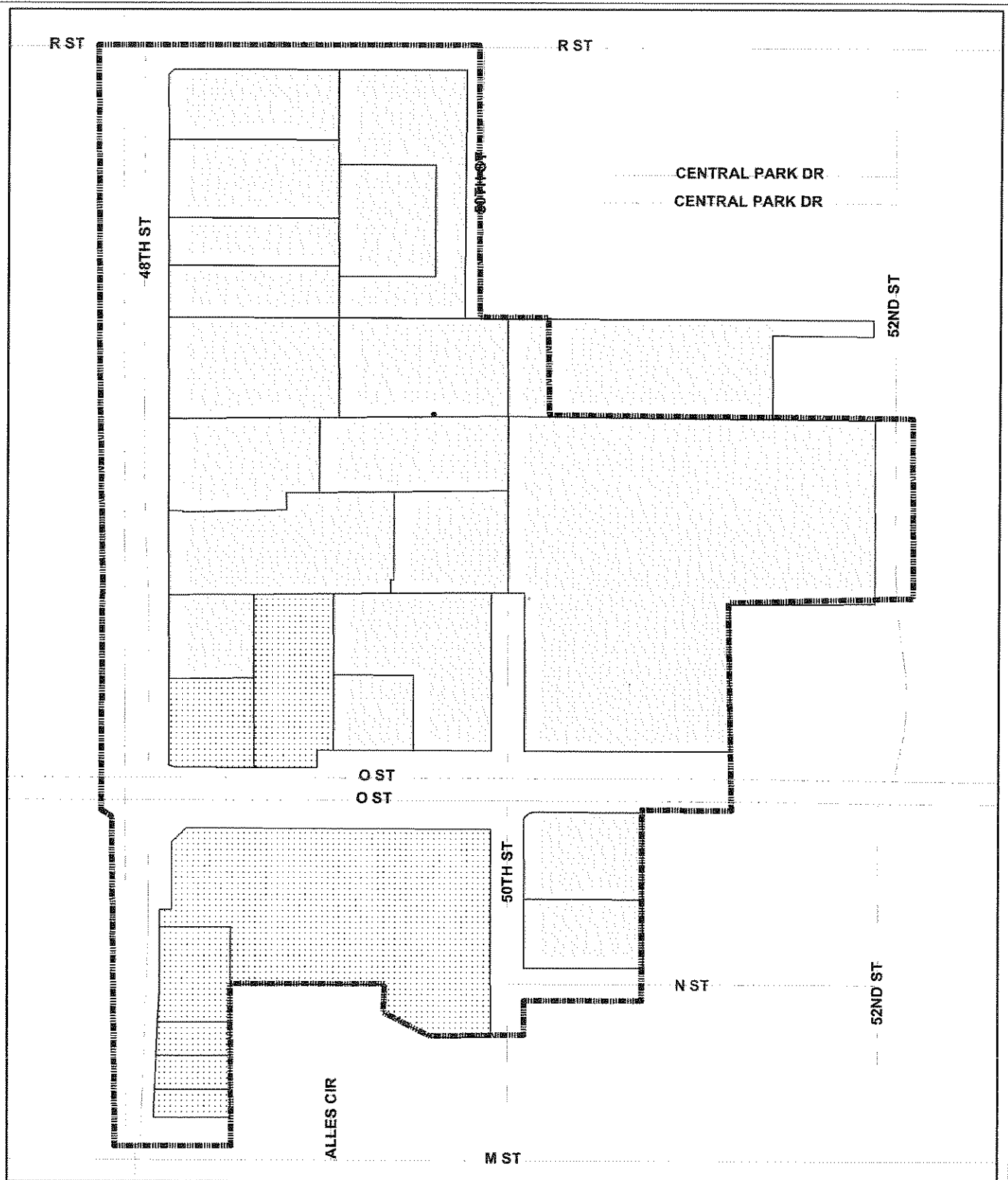


Parcel Boundary



Area of Interest

Map prepared by the  
City of Lincoln,  
Urban Development  
Dept 1/25/06



### Ownership of Brownfield Redevelopment Area



Area of Interest



City of Lincoln Property



Privately Owned Property

Map prepared by  
the City of Lincoln,  
Urban  
Development  
Dept 1/25/06



*City of Lincoln*  
**Work plan for CERCLA Section 104(k)**  
**Assessment Cooperative Agreement**  
**August, 2005 thru September, 2007**

1. **GOAL 4 Healthy Communities and Ecosystems**  
    **Objective 4.2 Communities – Sustain, Clean Up, and Restore**  
        **Communities and the Ecological Systems that Support**  
        **Them**  
    **Sub-objective 4.2.3 Assess, Clean Up and Redevelop Brownfields**

**PROGRAM RESULTS CODE: 402D79E**

**CFDA: 66.818 Assessment, Cleanup, and Revolving Loan Fund Grants**

2. **OBJECTIVE**
  - 2.1 The 48<sup>th</sup> & O Street area of Lincoln has been declared blighted and substandard by Lincoln's City Council and its redevelopment is one of the top priorities of Mayor Coleen Seng's administration.
  - 2.2 The scope of the assessment is the Lincoln area; however, we are focusing on the 48<sup>th</sup> & O Street area that consists of forty-one acres of physical decline, dilapidated buildings, and vacant lots.
    - 2.2.1 The site is the city's second busiest intersection and redevelopment could be hindered because of the former uses and potential presence of hazardous substances.
  - 2.3 The City's overall objective is redevelopment of the entire area in accordance with the City Council approved 48<sup>th</sup> & O Street Redevelopment Plan.
    - 2.3.1 In reaching this objective the city will assess the ownership status, assess the physical condition of the properties, and develop an inventory of Brownfield properties from which they will be prioritized and assessed in a streamlined and cost-effective manner.
    - 2.3.2 Site planning and clean up planning for hazardous substances will also be conducted.
  - 2.4 Cooperative agreement funding will be used to cover the costs of activities at or in direct support of Brownfield's sites as defined under CERCLA 101(39). We do anticipate pre-award costs for this project.
    - 2.4.1 The overall coordination of the cooperative agreement will be carried out by the City Urban Development Community Development Manager, Community Development Program Specialist and the department fiscal manager.

### 3. **FUNDING:** \$128,200 – Federal Funds

- 3.1 The total costs estimated for the project must agree with the amounts contained in the Application for Federal Assistance Budget Page.  
 3.1.1 These amounts include both the Federal and Non-Federal Portions.

	TASK 1 Cooperative Agreement Oversight		TASK 2 Site Survey & Inventory		TASK 3 Public Outreach		TASK 4 Site-Specific Activities		TASK 5 Redevelopment & Cleanup Planning		Totals
	Federal	Cost sh.	Federal	Cost sh.	Federal	Cost sh.	Federal	Cost sh.	Federal	Cost sh.	Federal
Personnel	1,681	N/A	5,465	N/A	12,190	N/A	9,668	N/A	13,031	N/A	42,035
Fringe Benefits (12% of Personnel)	196	N/A	635	N/A	1,418	N/A	1,124	N/A	1,515	N/A	4,888
Training	598	N/A		N/A	597	N/A		N/A		N/A	1,195
Travel	2,210	N/A		N/A		N/A		N/A	2,210	N/A	4,420
Equipment	0	N/A	0	N/A	0	N/A	0	N/A	0	N/A	0
Supplies*	80	N/A	75	N/A	45	N/A	55	N/A	55	N/A	310
Contractual	8,000	N/A	12,500	N/A	10,000	N/A	40,000	N/A	4,852	N/A	75,352
Other	0	N/A	0	N/A	0	N/A	0	N/A	0	N/A	0
Total	12,765	N/A	18,675	N/A	24,250	N/A	50,847	N/A	21,663	N/A	128,200

\*Supplies include office supplies and computer hardware and software purchase less than \$5,000.

**Budget Narrative: We do anticipate pre-award costs.**

- 3.2 The Personnel category carries through all tasks listed above.  
 3.2.1 Project time is included for the manager of the Community Development Division of Urban Development, Community Development Program Specialist and Fiscal Manager for overseeing all aspects of the assessment grant.  
 3.2.2 These costs are only programmatic and do not include administrative functions.
- 3.3 **Fringe Benefits** are 12% of the personnel total.
- 3.4 **Training** is important to staff since this is the City of Lincoln's first Brownfield grant.  
 3.4.1 Examples of training that would be beneficial are the EPA *Brownfield Redevelopment: Nuts and Bolts for Local Government*, and *The Anatomy of Real Estate Development: What Government regulators need to know about Real Estate Development*.
- 3.5 **Travel** money has been allocated for three staff to attend the National Brownfield's Conference over the next two years.
- 3.6 **Equipment** will not be part of this budget.

- 3.7 Supplies are limited to basic office supplies.
- 3.8 **Contractual** services will be utilized in each of the five tasks. Contractor services will be minimal in Task 1, since the city will be preparing the Request for Proposal and working through scoping and negotiations.
  - 3.8.1 Task 2 activities include site inventory and surveying. Developing and maintaining a Brownfield's database of the assessment area is important with the understanding that sites may be added depending on environmental testing.
  - 3.8.2 We plan on working with NDEQ and researching other municipal Brownfield's programs, such as Des Moines, Iowa.
  - 3.8.3 Task 3 consists of public outreach, and the consultant will have started activities listed in this task and putting the community involvement plan into motion.
  - 3.8.4 In Task 4, the contractor will work with the City in the planning stages and the selection of sites for Phase I and II ESAs.
  - 3.8.5 Continued planning, review of data and the analysis of cleanup alternatives will be discussed and the appropriate method selected.

#### **4. WORKPLAN TASKS**

- 4.1 Task 1 Cooperative Agreement Oversight.
  - 4.1.1 Activities listed under this task take on the importance of overseeing the assessment grant in its entirety.
  - 4.1.2 Included are all activities associated with advertising for and contracting a Qualified Environmental Professional (QEP).
  - 4.1.3 Oversight includes all reporting and administration of the assessment grant with
  - 4.1.4 These activities are only programmatic and do not include administrative functions.

Activities	Expected Timeframe	Projected Results of Activities (Outputs) & Reporting	Projected Environmental Improvement (Outcomes)	Expected Baseline for Measurement	Actual Accomplishments
Obtain QEP services. • Prepare Request for Proposals (RFP) • Assemble interview/selection team • Review proposals • Conduct interviews • Select firm	Ongoing Activities	High quality contractor with extensive environmental/Brownfield experience.	Maintain effective workforce to meet timeline and Workplan commitments.	Workplan Commitments	
Negotiate contract and scope of work.	9/2005 - 12/2005	High quality contractor with extensive environmental/Brownfield experience.	Maintain effective workforce to meet timeline and Workplan commitments	Workplan Commitments	
Quarterly reports, Property Profile Forms, Financial Status Reports, Administering project closeout.	Ongoing Activities	Quality reporting and accountability that meets EPA standards.	City team that meet Workplan commitments.	Workplan Commitments	
Staff/Contractor Progress Meetings.	Ongoing Activities	Quality reporting and accountability that meets EPA standards.	City team that meet Workplan commitments.	Workplan Commitments	
Attend relevant EPA Region 7 training such as Brownfield Redevelopment: Nuts and Bolts for Local Government and The Anatomy of Real Estate Development to be held in August, 2005 and the Brownfields 2005 National Conference in Denver, CO..	Ongoing Activities	Quality reporting and accountability that meets EPA standards.	City team that meet Workplan commitments.	Workplan Commitments	
Conduct annual performance evaluation of contractor	Ongoing Activities	Quality reporting and accountability that meets EPA standards.	City team that meet Workplan commitments.	Workplan Commitments	

## 5. Task 2 Site Survey and Inventory

- 5.1 After a QEP has been contracted, site survey and inventory will be conducted.
- 5.2 Site inventory activities include surveying and inventorying the community-wide assessment area.
- 5.3 Developing and maintaining a Brownfield's database of the assessment area is important with the understanding that sites may be added depending on environmental testing.
- 5.4 We plan on working with NDEQ and researching other municipal Brownfield's programs, such as Des Moines, Iowa.
- 5.5 Public outreach is listed under Task 2, but in reality is ongoing though the life of the assessment grant.

Activities	Expected Timeframe	Projected Results of Activities (Outputs) & Reporting	Projected Environmental Improvement (Outcomes)	Expected Baseline for Measurement	Actual Accomplishments
Conduct Survey of potential Brownfield Sites	9/2005 - 12/2005	Updated Brownfield's survey	Provides reasonable estimate of number, likely locations, and general characteristics of sites.	None (this is first Brownfield survey).	
Develop and maintain Brownfield inventory.	1/2006 - 3/2006	Updated Brownfield's inventory	Brownfield database, which includes site and property data information.	None (this is first Brownfield inventory).	

## 6. Task 3 Public Outreach

- 6.1 The visibility and scope of this project, as described in the assessment grant application, call for informative and quality public outreach.
- 6.2 Before and during the assessment grant application, the City met with business and property owners, neighborhoods, adjacent businesses, two schools, and others interested in the redevelopment of this area.
- 6.3 Another discussion at the Mayor's Neighborhood Roundtable will be held once we are into assessment activities.
- 6.4 Part of the consultant's scope of work will be to provide a community involvement plan for this project.

Activities	Expected Timeframe	Projected Results of Activities (Outputs) & Reporting	Projected Environmental Improvement (Outcomes)	Expected Baseline for Measurement	Actual Accomplishments
Public Outreach will be conducted throughout the duration of the assessment grant.	Task I-V	Community Involvement Plan.  Quarterly newsletters, project brochures, public service announcements (radio, newsprint), neighborhood meeting, project Open House in August, 2005.	An informed and involved citizenry to our Brownfield and redevelopment efforts. Citizens are engaged.	Witherbee Neighborhood residents, adjacent business owners, and two adjacent schools awareness at application stage.	

## 7. Task 4 Site-Specific Activities

- 7.1 With the information gathered in Task 2, we began site-specific activities, which include planning and selecting of sites to be included in Phase I and Phase II activities.
- 7.2 The Quality Assurance Project Plan will be completed before the Phase II ESAs.

Activities	Expected Timeframe	Projected Results of Activities (Outputs) & Reporting	Projected Environmental Improvement (Outcomes)	Expected Baseline for Measurement	Actual Accomplishments
Planning and site selection will target resources and develop a scope of work to carry out assessment activities.	4/2006 - 6/2006	Determination of sites for Phase I and Phase II work.	Number of Brownfield's properties assessed and acres available for redevelopment.	Number of assessments conducted to date and number of underutilized acres available for redevelopment.	
Phase I ESAs	9/ 2005 - 12/2006	Anticipating the completion of eight Phase I ESAs. Property Profile Forms.	Understanding of site history and potential environmental concerns.	Number of assessments conducted to date and number of underutilized acres available for redevelopment	
Phase II ESAs	4/2006 - 6/2006	Anticipating the completion of six Phase II ESAs. Property Profile Forms.	Recognition and understanding of the environmental conditions identified in the Phase I ESA.	Number of assessments conducted to date and number of underutilized acres available for redevelopment	
Quality Assurance Project Plan	9/2005 - 12/2005	Quality Assurance Project Plan (QAPP) that will be completed before environmental samples ensuring long-term change.	To assure quality environmental work that meets EPA standards	Number of assessments conducted to date and number of underutilized acres available for redevelopment	

## 8. Task 5 Redevelopment & Cleanup Planning

8.1 With all information gathered, Task 5 continues the redevelopment planning, and analyzes any Brownfield cleanup alternatives and chooses the appropriate plan for this particular project.

Activities	Expected Timeframe	Projected Results of Activities (Outputs) & Reporting	Projected Environmental Improvement (Outcomes)	Expected Baseline for Measurement	Actual Accomplishments
The continual development of a plan for redevelopment that encapsulates all previous information obtained.	Ongoing activity	Long term plan that addresses all environmental concerns that may be complicating redevelopment.	Redevelopment of a Brownfield's area that improves the public health and environment and provides an economic benefit to the community.	Existing land use, Brownfield's survey, inventory and ESA reports.	
The development and selection of a cleanup plan (if necessary).	1/2007 - 8/2007	A quality EPA approved cleanup plan (if necessary).	Redevelopment of a Brownfield's area that improves the public health and environment and provides an economic benefit to the community	Brownfield's survey, inventory and ESA reports.	
Analysis of Brownfield Cleanup Alternatives (ABCA)	1/2007 - 8/2007	A report that analyzes cleanup alternative for the Brownfield's redevelopment site.	An environmentally sound cleanup plan that suits the long term redevelopment of the site.	Brownfield's survey, inventory and ESA reports	

## 9. QUALITY ASSURANCE

Will environmental data be collected under this agreement?

Yes X No    

Does the City of Lincoln have an approved Quality Assurance Project Plan?

Yes     No X

However, working with the consultant and NDEQ in completing the Quality Assurance Project Plan before any sampling is part of our Workplan under Task 4.

## 10. POTENTIAL SITE LIST

10.1 The Brownfield's assessment area covers 41 acres and the attached site list could be considered for assessment.

10.2 However, flexibility is important as it may be necessary to delete or add to the list within jurisdiction of the City of Lincoln.

**INSTRUCTIONS TO PROPOSERS**  
**CITY OF LINCOLN, NEBRASKA**  
**PURCHASING DIVISION**

**1. PROPOSAL PROCEDURE**

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

**2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

**3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

**4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

**5. SPECIFICATION CLARIFICATION**

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

**6. ADDENDA**

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

**8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.



8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.

8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **9. INDEMNIFICATION**

9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **10. LAWS**

10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

## **11. AWARD**

11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.

11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.

11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.

11.3.1 The committee may request documentation from

Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.

11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.

11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.

11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

## **12. LIVING WAGE**

12.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING  
MATERIAL.**

**MARK OUTSIDE OF BID ENVELOPE:**

**SEALED BID FOR  
SPEC. 06-065**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE      ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE No.      FAX No.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS**

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent.  
Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid** The Intent to Award will be listed  
on the website when a recommendation is received from the Department.